

11cv639
2/12/11IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

-----X

Tom Brady, Drew Brees, Vincent Jackson, Ben	:	Civil Action No. _____
Leber, Logan Mankins, Peyton Manning, Von	:	
Miller, Brian Robison, Osi Umenyiora, and	:	
Mike Vrabel, individually, and on behalf of all	:	
others similarly situated,	:	Declaration of Neil Schwartz
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
NATIONAL FOOTBALL LEAGUE, et al.,	:	
	:	
Defendants.	:	

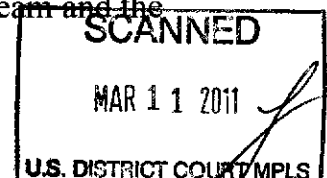
----- X

I, Neil Schwartz, declare under penalty of perjury, as follows:

1. I am an NFL player agent at Schwartz & Feinsod. I have been representing players in the NFL since 1991 and, over that time, I have represented over 100 players and have negotiated over 100 contracts.

2. Among the players that I currently represent is named Plaintiff Vincent Jackson. I am personally familiar with the contract of Mr. Jackson, and the interactions and negotiations with his team. I submit this declaration in support of Plaintiffs' Motion for a Preliminary Injunction.

3. Vincent Jackson is a wide receiver who has been employed by the San Diego Chargers for the past six seasons. In 2009, Mr. Jackson was the star receiver for the Chargers, with more receiving yards than any other player on the team and the



ninth leading receiver by yardage in the entire NFL. In addition, Mr. Jackson was selected for his first Pro Bowl in 2009.

4. Mr. Jackson has been a professional football player in the NFL since 2005, and I have represented him for the entirety of that time.

5. Mr. Jackson was selected by the San Diego Chargers in the 2005 NFL Draft. Mr. Jackson's initial contract with the Chargers expired at the end of the 2009 league year.

6. Mr. Jackson was looking forward to his first opportunity to be an Unrestricted Free Agent in 2010, when he would have five years of service and thus would qualify for this opportunity. However, as a result of the NFL Defendants terminating the SSA and CBA early, the qualification for unrestricted free agency was changed to six years of service for the 2010 League Year, and Mr. Jackson was thus relegated to being a restricted free agent.

7. Restricted free agency prevented Mr. Jackson from getting any competitive offers for his services. Specifically, Mr. Jackson, like virtually all restricted free agents in 2010, did not receive any offers from any other teams. That issue is currently the subject of a collusion claim filed by Class Counsel on behalf of all 2010 restricted free agents, against all NFL clubs. Mr. Jackson was thus forced to negotiate with only the Chargers, after the signing period for Restricted Free Agents ended.

8. The Chargers, however, refused to seriously negotiate with Mr. Jackson about a multi-year contract commensurate with his value. Instead, the Chargers gave Mr. Jackson a tender for only a one-year contract, and then reduced that tender to

the absolute minimum amount, only \$682,000 for the entire 2010 season. The Chargers and Mr. Jackson then had a dispute regarding his status for the 2010 season, with Mr. Jackson being forced to file a grievance against the Chargers. The dispute was resolved by a settlement that permitted Mr. Jackson to seek offers from other teams subject to the Chargers and the other team working out a trade.

9. Mr. Jackson then reached a two-year, fully guaranteed tentative agreement with the Minnesota Vikings pursuant to which Mr. Jackson would have been compensated \$8 million dollars prorated for the number of games played in 2010 and \$10 million in 2011. In addition, the Vikings would have agreed not to restrict Mr. Jackson in any way following the end of that deal. The Chargers, however, refused to trade Mr. Jackson, so he was never able to accept the offer by the Minnesota Vikings, and once again he lost the opportunity to negotiate a multi-year contract and secure his future.

10. As a result, in order to try to ensure his status as a free agent at the end of the 2010 season, on October 29, 2010, Mr. Jackson signed the minimum tender made by the Chargers. Mr. Jackson actually received only \$280,824 in base salary from the Chargers for the number of games he played in the 2010 season. Once again, Mr. Jackson was the most valuable receiver for the Chargers for the remainder of the season.

11. Mr. Jackson's contract with the Chargers expires on March 3, 2011, at which time Mr. Jackson should become an unrestricted free agent free to negotiate and sign with any NFL team. As an unrestricted free agent, Mr. Jackson should finally have the opportunity to sign a multi-year contract to secure his future. However, just prior to his contract expiring, on February 11, 2011, the Chargers purported to designate Mr.

Jackson as a “Franchise Player” under the CBA. Under the so-called “Franchise Player” designation, the NFL Defendants have agreed that no team other than a designated player’s immediately prior team will be able to offer that player a contract even though that player is not currently under contract with any NFL team, and even though the White Settlement Agreement (with its Franchise Player provisions) has expired.

12. Now, if the NFL imposes a “lockout,” all NFL teams, including even the Chargers, will refuse to negotiate with Mr. Jackson about potential employment.

13. Having returned to his team to play for a substantially below market contract in order to gain the additional year of service necessary for unrestricted free agency, Mr. Jackson believed he would finally have an opportunity to be an unrestricted free agent this year with or without a new CBA or extended SSA. An NFL “lockout” now threatens to crush those hopes.

14. Mr. Jackson and all other NFL players will suffer irreparable injury under an NFL “lockout.” I know from personal experience as an agent, that NFL players’ careers, in general, are exceedingly short compared to other professions. I have seen many NFL players leave the NFL after only a short time, and, from my experience, I believe that the average career of an NFL player is around four years. One important factor contributing to the extremely abbreviated career length for NFL players is the constant risk of career-ending injury. I have seen the careers of numerous players cut short or ended by severe playing injuries, suffered both in games and practice. In addition, the wear and tear of just playing in the NFL is severe, and diminishes the

physical capability of players over time. I believe these risks are typical for every NFL player.

15. Indeed, the “lockout” threatened by the NFL could deprive Mr. Jackson and all other NFL players of an entire year, or more, of their brief playing careers, which can not be recaptured. This is especially problematic because of the virtually constant need for NFL players to prove their skill and value on the playing field. Missing a year or more of playing in the NFL can cause the skills of NFL players to become diminished from the lack of competition, making it difficult for them to regain the full talents they exhibited prior to the absence from play. This could shorten or even end the careers of NFL players.

16. In addition, for Mr. Jackson, and other NFL players not currently under contract, a “lockout” will also deprive them of new contracts that would be negotiated in a free market, whose precise terms will be impossible to recreate.

17. It is my belief that Mr. Jackson and all other NFL players will not be able to fully recover from the harm they will suffer if they lose even part of an NFL season or off-season as a result of a “lockout.”

Dated: March 11, 2011

Respectfully submitted,

/s Neil Schwartz

Neil Schwartz
Schwartz & Feinsod